52 Minn. 378; BACON ON BENEFIT SOCIETIES, §§ 94 and 450 and cases there cited. Such regulations have sometimes been held invalid for claims against the society, since the society is made judge in its own case. *Railway Conductors' Etc., Assn.* v. *Robinson,* 147 Ill. 138. In the case here discussed the society is not a party, and under similar facts the Illinois court had already upheld such a law. *Ryan* v. *Cudahy,* 157 Ill. 108, 49 L. R. A. 353, note.

BILLS AND NOTES—ACCOMMODATION INDORSEMENT—CONFLICT OF LAWS.—In an action by the indorsee of a note, made by defendant's husband, payable to his order, and indorsed in blank by himself and defendant, although the date line read New York, the note and indorsement were in fact made in New Jersey where a married woman is not liable as an accommodation indorser unless she or her separate estate have derived some benefit from the contract. *Held,* defendant is estopped from denying that her contract is a New York contract. *Chemical National Bank of New York* v. *Kellogg* (1905), — N. Y. —, 75 N. E. Rep. 1103.

The general rule is that each indorsement is a separate contract, (WHARTON'S CONFLICT OF LAWS (3rd Ed.), § 449a; *Spies* v. *National City Bank,* 174 N. Y. 222; *Glidden* v. *Chamberlin,* 167 Mass. 486; *Warner* v. *Bank,* 6 S. D. 152; *Briggs* v. *Latham,* 36 Kan. 255) the validity of which is, in general, determined by the law of the place where the indorsement is made, (*Phoenix Insurance Co.* v. *Simons,* 52 Mo. App. 357; *Bank* v. *Duerr,* 95 N. Y. Supp. 810; *Bank* v. *Chapman,* 169 N. Y. 538; *Nixon* v. *Halley,* 78 Ill. 611; *Evans* v. *Cleary,* 125 Pa. St. 204; *Ruhe* v. *Buck,* 124 Mo. 178; *Miller* v. *Wilson,* 146 Ill. 523; *Bond* v. *Cummings,* 70 Me. 125; *Scudder* v. *Bank,* 91 U. S. 406) unless the intention is to negotiate the instrument elsewhere. *Spies* v. *Bank,* supra; *Maxwell* v. *Vansant,* 46 Ill. 58. This is none the less true of the contracts of a married woman, particularly when her domicile is not at the forum. *Bell* v. *Packard,* 69 Me. 105; *Hill* v. *Chase,* 143 Mass. 129; *Insurance Co.* v. *Westvelt,* 52 Conn. 586; *Nichols & Shepard Co.* v. *Marshall,* 108 Ia. 518. *Taylor* v. *Sharp,* 108 N. C. 377, goes a step farther and indulges in the presumption that the married woman was domiciled at the place where the contract was made, the contrary not appearing. Under these rules, the contract having been actually made in New Jersey, the defendant would not ordinarily be liable thereon. However, the negotiable instruments law covers the case squarely by the provision that "except where the contrary appears, every indorsement is presumed prima facie to have been made at the place where the instrument is dated." Independently of the statute, the defendant is estopped from denying that the note was indorsed in New York by giving it currency as one made in New York. It was her duty to give notice, in some way, that her contract was not what it appeared to be. *Maxwell* v. *Vansant,* 46 Ill. 58; *Towne* v. *Rice,* 122 Mass. 67. While it is true that this estoppel rests upon the presumption declared by the above provision of the negotiable instruments law, it also seems to be based equally upon the fraud of the party. *Gray* v. *Crockett,* 35 Kan. 66; *Miles* v. *Lefi,* 60 Ia. 168; *Caswell* v. *Fuller,* 77 Me. 105; *Bank* v. *Thompson,* 42 N. H. 369.